

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
BEFORE THE RHODE ISLAND STATE LABOR RELATIONS BOARD

IN THE MATTER OF

RHODE ISLAND BOARD OF GOVERNORS,
FOR HIGHER EDUCATION (RIC)

-AND-

PROFESSIONAL STAFF ASSOCIATION @ RIC
LOCAL 3302, AFT, AFL-CIO

CASE NO: EE- 2087
Unit Clarification:
Director Health
Services/Nurse
Practitioner

DECISION AND ORDER OF ACCRETION

TRAVEL OF CASE

The above-entitled matter came on to be heard before the Rhode Island State Labor Relations Board (hereinafter "Board") on a Request for Accretion (hereinafter "Petition") for the position of Director of Health Services/Nurse Practitioner, currently held by Lynn Wachtel. The Petition was filed with the Board by RI College Staff Association, affiliated with the RI Federation of Teachers, AFT, AFL-CIO on October 29, 2001. On November 28, 2001 an informal hearing was held with representatives of the Union and the Employer, pursuant to R.I.G.L. 28-7-9 (b) (5).

The Board's Agent conducted a subsequent investigation on the request. Upon completion of his investigation, the Board's agent filed an investigative report with the Board on January 29, 2003 and provided a copy of the same to the parties. Formal hearings were held on September 30, 2003 and November 25, 2003. Representatives from the Employer and Union participated and were provided a full and fair opportunity to examine and cross-examine witnesses and to submit appropriate documentary evidence.

FACTUAL SUMMARY

Ms. Lynn Wachtel has been employed in the position of Director of Health Services/ Nurse Practitioner since October 1, 2001. 11/25/03 TR. p. 4) Ms. Wachtel reports to Dr. Gary Penfield, Vice President Student Affairs, Dean of

Students, who in turn reports to Dr. Nazarian, the College President. (11/25/03 TR. p. 5)

Ms. Wachtel testified that she spends approximately eighty percent (80%) of her time delivering direct patient care to students and the remaining twenty percent (20%) of her work hours are spent on administrative duties. (11/25/03 TR. p. 8) Ms. Wachtel oversees the work of four nurses (two full-time and two part-time) and one secretary. (11/25/03 TR. p. 9) All these employees work in the same office building. (11/25/03 TR. p. 9) Ms. Wachtel testified that she schedules the work shifts for the other nurses and then assigns work for the nurses to perform, depending upon the needs of the day. (11/25/03 TR. p. 10-11) Ms. Wachtel confirmed that each day the set schedule is similar, but that things might change, depending upon the day. (11/25/03 TR. p. 11) Once a nurse has been scheduled to cover a shift, the work that she performs on that shift, delivering patient care, is driven by appointments that are scheduled by the students. (11/25/03 TR. p. 11) When Ms. Wachtel is absent from work for any reason, the direct patient care part of her position is covered by private physicians from the Providence Medical Group, and her administrative tasks are handled by Dr. Penfield. (11/25/03 TR. p. 11) Ms. Wachtel does review requests for leave (sick, vacation, personal) for the other employees in the Health Services Department, in accordance with the requirements of their collective bargaining agreements. (11/25/03 TR. p. 12) Ms. Wachtel periodically provides an oral review or work evaluation to the other employees, but does not prepare any formal written evaluations. (11/25/03 TR. p. 13) Since she has served in this position, Ms. Wachtel has participated in interviewing one new employee and making a recommendation for hiring to her supervisor. (11/25/03 TR. p. 14) During her incumbency, Ms. Wachtel has not issued any written reprimands to other employees, nor has she suspended, demoted, laid off, or fired any employee. (11/25/03 TR. p. 14-15) Ms. Wachtel has not been involved with any formal grievances, but has been involved in resolving issues before they became formal grievances. (11/25/03 TR. p. 15) Ms. Wachtel plays no role in setting or establishing the budget for Health Services. (11/25/03 TR. p. 17) Ms. Wachtel interacts with other members of the Professional Staff Association bargaining unit

through Division meetings with other Directors, the Institutional Review Board¹ and various committees. (11/25/03 TR. p. 16)

Ms. Wachtel's salary for this position is seventy one thousand dollars (\$71,000.00) and her pay grade is 17. She receives three weeks of vacation and five personal days. She accrues sick days on a monthly basis and is entitled to all state employee holidays. (11/25/03 TR. p. 18-19) On cross-examination, Ms. Wachtel testified that she performs in-service training for professional development for her staff. (11/25/03 TR. p. 19) She also indicated that she is responsible for carrying a pager to insure twenty-four hour per day access to health care for the students. (11/25/03 TR. p. 20)

DISCUSSION

The Employer in the case has challenged the inclusion of the position of Director of Health Services/Nurse Practitioner as being supervisory and, thus, ineligible for inclusion within the collective bargaining process. Since the issue of supervisory status could be dispositive of the matter, the Board will examine this issue first.

In Board of Trustees, Robert H. Champlin Memorial Library v. Rhode Island State Labor Relations Board, 694 A.2d 1185, 1189 (R.I. 1997), the Rhode Island Supreme Court adopted the following federal definition of "supervisor":

"any individual having authority, in the interest of the employer, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other employees, or responsibly to direct them, or to adjust their grievances, or effectively to recommend such action, if in connection with the foregoing the exercise of such authority is not of a merely routine or clerical nature, but requires the use of independent judgment." (29 U.S.C. § 152(11))

Therefore, in order for a supervisory status to exist, three criteria must be met: (1) the individual must have the authority to engage in one of the twelve functions set forth in the aforementioned definition; (2) the exercise of such authority must require the use of independent judgment and (3) the individual must hold the authority in the interest of the employer. NLRB v Health Care & Retirement Corp, 511 US 571, (1994) Under federal labor law, this list of supervisory functions has been determined to be disjunctive; that is, a supervisor is an

¹ The Institutional Review Board is comprised of representatives from different departments throughout the College. The board's purpose is to review research proposals to assure that human participants of studies are receiving ethical treatment. (TR. 11/25/03 p 21)

individual with the authority to undertake any one of these functions. Rest Haven Living Center, Inc. 322 NLRB 33, 153 LRRM 1132 (1996). It also includes individuals who possess the authority to recommend any of the foregoing actions. However, as a practical matter, an individual who fails to exercise any of the indicia of statutory authority will rarely be found to be a supervisor. Capitol Transit Company, 114 NLRB 617, 37 LRRM 1005 (1955) enforced, 38 LRRM 2681 (D.C. 1956)

Determining whether an individual uses independent judgment in the exercise of functions indicative of supervisory status is extraordinarily fact intensive analysis. N.L.R.A. Law & Practice 2.03 (4) In analyzing the indicia of “assignment” and “responsibly directing” employees, it is clear that “not all assignments and directions given by an employee involve the exercise of supervisory authority. As stated by the Fifth Circuit:

‘If any authority over someone else, no matter how insignificant or infrequent, made an employee a supervisor, our industrial composite would be predominantly supervisory. Every order giver is not a supervisor. Even the traffic director tells the president of a company where to park his car.’” N.L.R.A. Law & Practice 2.03 (4) citing Providence Hospital, 320 NLRB 717 (1996).

Determining whether an employee has used independent judgment in making an assignment requires careful analysis of the facts. For example, work assignments made to equalize work on a rotational basis or assignment based on skills when the differences in skills are well known to the employee is routine. Further, assigning tasks that clearly fall within an employee’s job description does not require the use of “independent judgment”.

Finally, since the definition of “supervisor” is highly specific and requires a legal conclusion, the statement of employees who either claim or agree they are “supervisors” is not given extensive weight by the Board. In the experience of this Board, there are many occasions when an employee would like to believe that he or she is a supervisor or that a job description claims that an employee is responsible for supervising others. However, when a detailed examination is made of the employee’s actual authority to undertake the actions as described in the definition of supervisor, many times the employee fails the “test”. For instance, there have been occasions when an employee erroneously thinks he or she is a supervisor because he or she has simply initialed time cards of

employees who have reported their hours or who have made assignment to employees within the scope of their regular duties. Therefore, the Board analyzes the actual authority of employees against their statements or job descriptions and makes a legal conclusion as to whether positions are supervisory or not.

THE INDICIA OF SUPERVISORY STATUS

TO HIRE

Since Ms. Wachtel was hired to her position in 2001, there has only been one employee hired. Ms. Wachtel testified that she participated in interviewing the nurse and making suggestions to Dr. Penfield, whom she believes made the decision to hire and extended the employment offer to the employee. (11/25/03 TR. p. 14) It seems clear that Ms. Wachtel does not have the authority to hire. The question in this case is whether she has the authority to effectively recommend hiring. On that issue, the only fact that the Board has to rely upon is Ms. Wachtel's statement that she believed the Colleges' "affirmative action" policies played a role in the choice of employee, and the fact that the person she interviewed was hired. There is no testimony in the record from Dr. Penfield as to what extent, if any, he relied upon Ms. Wachtel's opinion. Therefore, with such a limited amount of hiring within the Department and no testimony from the person doing the hiring, this Board finds there is insufficient evidence in the record to find that Ms. Wachtel has the authority to effectively recommend hiring.

TO TRANSFER

The only evidence in the record on the movement of employees was Ms. Wachtel's testimony that the Department of Health Services does have a list of other nurses in the union the Department can access for the shifts that need to be covered. There was no indication from this testimony as to who calls in the nurses or how the assignments are determined. The Employer did not present any witness testimony or documentary evidence on this issue. Thus, the evidence in the record is insufficient to make a finding that Ms. Wachtel has the authority to transfer employees or effectively recommend their transfer.

TO DISCHARGE, LAY OFF, RECALL, DISCIPLINE OR SUSPEND

Ms. Wachtel testified that she has not issued any written reprimands, has not suspended, demoted, laid off or fired any employees. (TR. 11/25/03 p. 14, 15) The

Employer submitted no testimony to rebut Ms. Wachtel's testimony. Therefore, there is no evidence in the record, which would support a finding that Ms. Wachtel's position is supervisory on any of these grounds.

TO PROMOTE OR REWARD

Neither party presented any testimony as to Ms. Wachtel's authority or lack of authority in regards to promoting or rewarding other employees. Thus, the Board cannot make any findings of fact on these two indicia of supervisory status.

TO ADJUST GRIEVANCES

Ms. Wachtel testified that since she became director, no grievances have been filed by the employees at Heath Services, and that she plays no formal role in the resolution of grievances in the contracts covering those employees, but that she has worked on issues and mitigated them before they became formal grievances (TR. 11/25/03 p. 15). The foregoing is the sum total of testimony on this subject. Thus, the Board finds that there is insufficient evidence to make a finding that Ms. Wachtel's position is supervisory under this factor.

TO ASSIGN

As stated previously, Ms. Wachtel testified that she schedules the work shifts for the other nurses and then assigns work for the nurses to perform, depending upon the needs of the day. She also confirmed that each day the set schedule is similar, but that things might change, depending upon the day. Once a nurse has been scheduled to cover a shift, the work that she performs on that shift delivering patient care is driven by appointments that are scheduled by the students. This type of routine scheduling and re-scheduling does not rise to the level of "assigning" work. It is well settled that the mere scheduling to cover staffing needs is a routine, clerical function, especially since the other employees are all nurses² and perform the same functions.

TO RESPONSIBLY DIRECT

As with most of the other factors, there was little testimony on the subject of whether or not Mr. Wachtel responsibly directs the other employees.³ She testified that eighty percent of her workday is spent delivering direct patient care.

² With the exception of the one clerical employee.

³ In fact, Ms. Wachtel's entire testimony, including cross examination spans a mere 22 pages in the transcript.

She testified that she “oversees” the other employees in the department, but no explanation as to what she actually does that qualifies as “overseeing”. For instance, is she merely checking to see who is at work on any given day? Is she checking to see that people haven’t fallen asleep on the job? When and if she sees someone or something that needs correction or change, what if anything does she do? How is she accountable for these other employees and to whom is she accountable? She did testify that she conducts an annual oral “review” with the employees, but she provided no other information on this subject. Based on the paucity of information on this factor, the Board finds there is insufficient evidence to make a finding that her position is excludable from collective bargaining on this basis.

THE COMMUNITY OF INTEREST TEST

Now that the Board has determined that Ms. Wachtel’s position is not supervisory and is eligible for inclusion within a bargaining unit, the Board must now determine whether not the position of Director of Health Services shares a sufficient community of interest for inclusion within the proposed bargaining unit. In making this determination, the Board reviews the following factors:

SIMILARITY IN SCALE AND MANNER OF DETERMINING EARNINGS

The position of Director Health Services/Nurse Practitioner has been placed in Board of Governor’s Pay Grade 17, which has a range of salaries from \$41,906.00 to \$91,205.00. (Union Exhibit #2) Pay grade 17 within the proposed bargaining unit covers a range of \$50,626.00 to \$91,439.00. Although Ms. Wachtel testified that her salary is \$71,000.00 per year, Rhode Island College reported to the Union that the base salary for the position is \$68,000.00. The Board heard testimony from Robert Bower, a Union official, that there are three positions within the proposed bargaining unit at pay grade 17.⁴ There are also seventeen positions within the bargaining unit with base salaries higher than \$68,000.00 and thirteen higher than \$71,000.00. Thus, the Board concludes that there is a sufficient community of interest as it pertains to the issue of salaries.

⁴ Director of Research and Grants Administration; Assistant Controller/Accounting, and Assistant Controller, Bursar.

SIMILARITY OF EMPLOYMENT BENEFITS, HOURS OF WORK, AND OTHER TERMS AND CONDITIONS OF EMPLOYMENT

Ms. Wachtel testified that she receives three weeks of vacation time, five personal days, sick leave accrual on a monthly basis and that she is entitled to the same paid holidays as all other Rhode Island College and State of Rhode Island employees. (TR. 11/25/03, p. 18-19) The members of the proposed bargaining unit receive twenty-two vacation days per year, eight hours of sick leave per month and the same set of holidays enjoyed by other state employees. (Union Exhibit #3, Article 17, p. 18-25) As for hours of work, Ms. Wachtel testified that she works a thirty-five hour week from Monday to Friday; she also carries a pager for after work accessibility. Similarly, the members of the proposed bargaining unit work a thirty-five hour week and are also susceptible to being called into work outside of regular business hours. Thus, the Board finds this factor supports a finding of a sufficient community of interest.

SIMILARITY IN THE KIND OF WORK PERFORMED

During his testimony, Mr. Bower reviewed Ms. Wachtel's job description and concluded that the duties listed therein looked very familiar to those of other bargaining unit members who hold positions as "directors", in terms of directing day-to-day operations, developing standards, managing fiscal systems, training staff, preparing proposals and reports, and promoting professional competence. (9/30/03, p. 15) This testimony was unrebutted; as the Employer chose not to cross-examine the witness. Therefore, the Board finds no reason not to accept the matters testified to as true; as such we find that this factor supports a sufficient community of interest.

SIMILARITY IN THE QUALIFICATIONS, SKILLS AND TRAINING OF THE EMPLOYEES

The job description for the position of Director Health Services/Nurse Practitioner indicates that a Master's Degree is required and that the skills, knowledge and abilities of the positions' occupant are professional in nature. Mr. Bower testified that the requirement of a Master's Degree is common with other positions within the proposed bargaining unit. This testimony was also unrebutted and supports a finding of a sufficient community of interest.

FREQUENCY OF CONTACT OR INTERCHANGE AMONG EMPLOYEES

Ms. Wachtel testified that she participates twice a month with other directors in the Student Affairs Division in division meetings, which are chaired by Dr. Penfield. (TR. 11/25/03 p. 15-16) Ms. Wachtel also serves on the institutional review board with other members of the proposed bargaining unit, as well as the committee on assessment in the student affairs division (TR. 11/25/03 p. 15-16) In addition, Ms. Wachtel interacts with members of the bargaining unit when she provides training for the Upward Bound Program and the Dorm Association. (TR. 11/25/03 p.

Thus, it would appear to the Board that Ms Wachtel has regular contact or interchange between other members of the bargaining unit whom Ms. Wachtel herself identifies as "peers". (TR. 11/25/03 p. 15-16) This factor supports a finding of a sufficient community of interest.

GEOGRAPHIC PROXIMITY

The entire bargaining unit is located on the Rhode Island College campus. The Board finds that this is a sufficient community of interest, as Ms. Wachtel's office is located nearly in the center of the campus.

CONTINUITY OR INTEGRATION OF PRODUCTION PROCESSES

To the extent that this factor is applicable in a higher education setting, the record reflects a continuity and integration of the Health Services system with that of other departments which have a number of bargaining unit members. The frequency of interaction of Ms. Wachtel and other members of the bargaining unit at division meetings and various committee meetings demonstrates the same continuity and integration with the work of members of the bargaining unit. Thus, the Board finds that this factor supports a finding of a sufficient community of interest.

COMMON SUPERVISION AND DETERMINATION OF LABOR RELATIONS POLICIES AND RELATIONSHIP TO THE ADMINISTRATIVE ORGANIZATION OF THE EMPLOYER

Ms. Wachtel testified, and her job description confirms, that she reports to Dr. Penfield, Vice President of Student Affairs/Dean of Students. Mr. Bower testified that twelve members of the bargaining unit also report to vice presidents. There was no testimony to suggest that Ms. Wachtel has any involvement in labor relations' policies; and she has played no role in the negotiation of contracts.

Therefore, the Board finds that these factors support a finding of a sufficient community of interest.

HISTORY OF COLLECTIVE BARGAINING

The parties have strenuously disagreed on this issue. The Union argues that the position of Director Health Services/Nurse Practitioner was newly created in 2001. The Employer argues that the position is the same as previously held by Dr. Scanlon, Director of College Health Services and College Physician, a position that had been excluded from collective bargaining.

A review of the job description of the position held by Dr. Scanlon establishes that that position was established at Pay Grade 19 and required the incumbent to be a medical doctor, with a minimum of five years experience. (Union Exhibit #2) The position of Director Health Services/Nurse Practitioner is established at a pay grade 17, and requires a Masters degree in nursing and certification as a family or adult nurse practitioner with a minimum of three years experience. In addition, the position of Director Health Services/Nurse Practitioner requires computer skills where the position of Director of College Health Services and College Physician did not require any computer skills. (See job descriptions) While it is true that many of the responsibilities of the two positions are similar or the same, it seems clear to the Board that the position was re-organized and downgraded in terms of salary and educational requirements. Thus, the Board finds that when created in 2001, the position of Director Health Services/Nurse Practitioner was different enough in degree to distinguish it from the position of Director of College Health Services and College Physician. Therefore, there was no prior history of collective bargaining for the current position of Director Health Services/Nurse Practitioner; and no prior findings by the Board as to the position of Director of College Health Services and College Physician, are applicable.

DESIRE OF THE AFFECTED EMPLOYEES

There is no information in the record as to this factor and so the Board makes no specific finding on this issue.

THE EXTENT OF UNION ORGANIZATION WITHIN THE EMPLOYER'S RANKS

The proposed bargaining unit has been in existence since 1973 and covers a substantial number of full-time employees in the non-classified service. The Board

will take judicial notice of the fact that there are other certifications for employees at Rhode Island College and finds that this factor tends to support a finding of a sufficient community of interest.

FINDINGS OF FACT

1) The Respondent is an "Employer" within the meaning of the Rhode Island State Labor Relations Act.

2) The Union is a labor organization which exists and is constituted for the purpose, in whole or in part, of collective bargaining and of dealing with employers in grievances or other mutual aid or protection and as such is a "Labor Organization" within the meaning of the Rhode Island State Labor Relations Act.

3) Since Ms. Wachtel was hired to her position in 2001, there has only been one employee hired. Ms. Wachtel testified that she participated in interviewing the nurse and making suggestions to Dr. Penfield whom she believes made the decision to hire and extended the employment offer to the employee. There is insufficient evidence in the record to find that Ms. Wachtel has the authority to effectively recommend hiring.

4) The evidence in the record is insufficient to make a finding that Ms. Wachtel has the authority to transfer employees or effectively recommend their transfer.

5) Ms. Wachtel has not issued any written reprimands nor has she suspended, demoted, laid off or fired any employees.

6) Neither party presented any testimony as to Ms. Wachtel's authority or lack of authority in regards to promoting or rewarding other employees. Thus, the Board cannot make any findings of fact on these two indicia of supervisory status.

7) Ms. Wachtel testified that since she became director, the employees at Heath Services have not filed any grievances, and that she plays no formal role in the resolution of grievances in the contracts covering those employees, but that she has worked on issues and mitigated them before they became formal grievances.

8) Ms. Wachtel schedules the work shifts for the other nurses and then assigns work for the nurses to perform, depending upon the needs of the day. Each day the set schedule is similar, but that things might change, depending upon the day. Once a nurse has been scheduled to cover a shift, the work that she

performs on that shift delivering patient care is driven by appointments that are scheduled by the students.

9) Eighty percent of Ms. Wachtel's workday is spent delivering direct patient care. She had conducted annual oral 'reviews" with employees.

10) The position of Director Health Services/Nurse Practitioner has been placed in Board of Governor's Pay Grade 7, which has a range of salaries from \$41,906.00 to \$91,205.00. (Union Exhibit #2) Pay grade 17 within the proposed bargaining unit covers a range of \$50,626.00 to \$91,439.00. There are also seventeen positions within the bargaining unit with base salaries higher than \$68,000.00 and thirteen higher than \$71,000.00

11) Ms. Wachtel receives three weeks of vacation time, five personal days, sick leave accrual on a monthly basis and that she is entitled to the same paid holidays as all other Rhode Island College and State of Rhode Island employees. The members of the proposed bargaining unit receive twenty-two vacation days per year, eight hours of sick leave per month and the same set of holidays enjoyed by other state employees. Ms. Wachtel works a thirty-five hour week from Monday to Friday; she also carries a pager for after work accessibility. Similarly, the members of the proposed bargaining unit work a thirty-five hour week and are also susceptible to being called into work outside of regular business hours.

12) Ms. Wachtel's duties are similar to those of other bargaining unit members who hold positions as "directors', in terms of directing day-to-day operations, developing standards, managing fiscal systems, training staff, preparing proposals and reports, and promoting professional competence.

13) The position of Director Health Services/Nurse Practitioner requires a Master's Degree, with professional skills, knowledge and abilities. The requirement for a Master's Degree is in common with other positions of the proposed bargaining unit.

14) Ms. Wachtel participates twice a month with other directors in the Student Affairs Division in division meetings, which are chaired by Dr. Penfield. Ms. Wachtel also serves on the institutional review board with other members of the proposed bargaining unit, as well as the committee on assessment in the student

affairs division In addition, Ms. Wachtel interacts with members of the bargaining unit when she provides training for the Upward Bound Program and the Dorm Association.

15) The position of Director of College Health Services and College Physician was established at Pay Grade 19 and required the incumbent to be a medical doctor, with a minimum of five years experience. The position of Director Health Services/Nurse Practitioner is established at a pay grade 17, and requires a Masters degree in nursing and certification as a family or adult nurse practitioner with a minimum of three years experience. In addition, the position of Director Health Services/Nurse Practitioner requires computer skills where the position of Director of College Health Services and College Physician did not require any computer skills.

16) There has been no prior history of collective bargaining for the current position of Director Health Services/Nurse Practitioner.

17) The proposed bargaining unit has been in existence since 1973 and covers a substantial number of full-time employees in the non-classified service. The Board will take judicial notice of the fact that there are other certifications for employees at Rhode Island College

CONCLUSIONS OF LAW

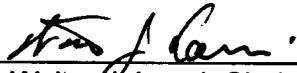
1) The position of Director Health Services/ Nurse Practitioner, held by Lynn Wachtel, is not supervisory and is eligible for inclusion within an appropriate bargaining unit.

2) The Union did establish by a preponderance of the reliable credible evidence in the record that the position of Director Health Services/ Nurse Practitioner, held by Lynn Wachtel, shares a sufficient community of interest with other members of the bargaining units covered by the certification in Case No. EE-2087.

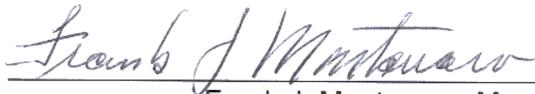
ORDER

1) The petition to accrete the position of Director Health Services/ Nurse Practitioner to the bargaining unit certified by Case No EE -2087 is granted.

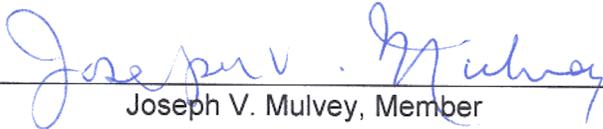
RHODE ISLAND STATE LABOR RELATIONS BOARD



Walter Lanni, Chairman



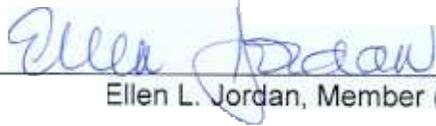
Frank J. Montanaro, Member



Joseph V. Mulvey, Member



Gerald S. Goldstein, Member (Dissent)



Ellen L. Jordan, Member (Dissent)



John R. Capobianco, Member



Elizabeth S. Delan, Member (Dissent)

Entered as an Order of the
Rhode Island State Labor Relations Board

Dated: February 10, 2005

By: 
Robyn H. Golden, Acting Administrator

-2087 N.P.

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
BEFORE THE RHODE ISLAND STATE LABOR RELATIONS BOARD

IN THE MATTER OF

RHODE ISLAND BOARD OF GOVERNORS
FOR HIGHER EDUCATION (RIC)

-AND-

CASE NO: EE- 2087
UNIT CLARIFICATION:
DIRECTOR, HEALTH
SERVICES/NURSE
PRACTITIONER

PROFESSIONAL STAFF ASSOCIATION, :
(RIC), LOCAL 3302, AFL-CIO :

NOTICE OF RIGHT TO APPEAL AGENCY DECISION
PURSUANT TO R.I.G.L. 42-35-12

Please take note that parties aggrieved by the within decision of the RI
State Labor Relations Board, in the matter of EE-2087 dated 2-10-05 , may
appeal the same to the Rhode Island Superior Court by filing a complaint within
thirty (30) days after 2-10-05

Reference is hereby made to the appellate procedures set forth in R.I.G.L.
28-7-31

Dated: FEBRUARY 10, 2005

By: Robyn H. Golden
Robyn H. Golden, Acting Administrator